



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 103	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER							
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE			
				42c. DATE REC'D (YY/MM/DD)			

## Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****1.0 Introduction**

The Contractor shall fully execute the Firm Fixed Price Remediation (FFPR) approach under a Performance-Based Contract (PBC) by: conducting required environmental restoration services for which the United States Department of the Army (the "Army") is statutorily responsible; addressing any and all known as well as unforeseen environmental<sup>1</sup>, scheduling, and regulatory issues; and, assuming contractual liability and requirements to achieve the performance objectives for the cleanup sites at Haines-Fairbanks Pipeline (the "Installation"<sup>2</sup>) identified in this Performance Work Statement (PWS), including any sites with off-installation contamination for which the Army is responsible.

The Contractor must have the capability and experience to perform, or provide, a wide range of investigative and remediation services required for hazardous substance and waste sites.<sup>3</sup> Work can include site investigation, site characterization, evaluation of remedial alternatives, remedial action (operations) and long-term management.

The Contractor shall comply with all applicable federal, state and local laws and regulations and to fulfill the performance objectives of this PWS in a manner that is consistent with any applicable orders or permits, all existing and future cleanup agreements or guidance for the Installation, and relevant Department of Defense (DoD) and Army policy<sup>4</sup>, for the duration of the contract.

The Contractor must perform all the necessary environmental remediation work as required to meet the performance objectives of this PWS. The Contractor is encouraged to seek new ways and innovative technologies to achieve performance objectives. The U.S. Environmental Protection Agency has not listed any of the four Haines Fairbanks Pipeline sites on the National Priorities List (NPL), however EPA has completed hazard ranking packages on Tok Terminal and Haines Terminal. The Army is currently conducting remediation pursuant to CERCLA guidance, with consideration also to Alaska Administrative Code (AAC), Title 18 (Environmental Conservation), Chapters 75 and 78 (Oil and Other Hazardous Substances Pollution Control and Underground Storage Tanks) requirements, with regulatory coordination, as appropriate, of the Alaska Department of Environmental Conservation (ADEC), and the Army Defense

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<sup>1</sup> "Unforeseen environmental issues" include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this PWS, but not unknown sites (e.g., sites not identified in this PWS).

<sup>2</sup> Haines-Fairbanks Pipeline encompasses four separate locations: HNS-01 (Tank farm); HNS-02 (Pipeline), HNS-03, (Sears Creek), and HNS-04 (Tok Fuel Terminal). Descriptions of these four sites are provided in Section 6.0. For purposes of this PWS, the "Installation" refers to all four sites collectively.

<sup>3</sup> Under this PWS the Contractor will not perform munitions and explosives of concern (MEC) work; however, the Contractor should be familiar with and be able to recognize MEC and then notify the Army of potential condition.

<sup>4</sup> Including installation-specific SOPs and other Army guidance and pamphlets.

Environmental Restoration Program Management Guidance for Active Installations, November 2004.

## 2.0 Performance Objectives and Standards

The performance objectives and standards for this PWS are outlined in Table 1.

<i>Table 1: Performance Requirements Summary.</i>	
<b>Performance Objective</b>	<b>Performance Standards</b>
<p>Conduct remedial investigations and feasibility studies (RI/FS), and finalize Decision Documents (DDs) for the following sites by 1 March 2009<sup>5</sup>:</p> <ul style="list-style-type: none"> <li>• HNS-02: Haines Pipeline Investigation</li> <li>• HNS-03: Sears Creek Station</li> <li>• HNS-04: TOK Terminal</li> </ul> <p>Bidder shall not include any work beyond finalizing the DD.</p>	<p>Army approval through Contracting Officer's Representative (COR) and Regulator approval (<i>e.g., approval of RIFS and final Decision Documents with appropriate Army and regulatory signatures</i>). This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable by the Army technical reviewers.</p>
<p>Achieve Remedy in Place (RIP) and complete a DD for the following site by 1 March 2011:</p> <ul style="list-style-type: none"> <li>• HNS-01: Haines Terminal</li> </ul> <p>This task includes development of new cleanup strategies, modification and/or optimization of existing cleanup strategies, and implementation of an exit or ramp-down strategy for remedial action operations at this site.</p> <p>All known and potential source areas at HNS-01 must be investigated and a cleanup strategy implemented in order to achieve RIP. The Contractor is encouraged to achieve Response Complete (RC) for individual source areas associated with HNS-01. Known and potential source areas are identified in Section 6.2 of this PWS.</p> <p>If RC is achieved, perform any necessary Long-Term Management (LTM) at the site for the duration of the contract. LTM includes development and implementation (or modification of existing strategies, as appropriate) of an exit or ramp-down strategy for LTM activities at the site.</p>	<p>Army approval and Regulator approval or concurrence through COR (<i>e.g., approval of annual RA(O) reports; approval of RA(O) exit or ramp down strategy; receipt of documentation confirming RIP/RC; approval of annual LTM reports; approval of LTM exit or ramp down strategy</i>).</p> <p>Compliance with existing CLOSES (see Appendix C) requirements.</p> <p>This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable to the COR. This process also ensures that progress is being made toward cleanup goals or recommendations on how to improve system efficiency to reach cleanup goals sooner are included.</p>
<p>Complete all regulatory-required (regulating agencies are identified in Table 2) remedy reviews for HNS-01, HNS-002, HNS-003 and HNS-004, for the duration of the contract.</p> <p>Correct any deficiencies noted in the regulatory-required remedy reviews. The COR will specify in writing, the time period for correction of each deficiency.</p>	<p>Army approval and Regulator approval or concurrence through COR (<i>e.g., formal documentation accepting the reviews and any corrections</i>). This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable to the COR.</p>

<sup>5</sup> The current status of the remediation efforts for each site can be found in Section 6.0: Installation and Site Information. Additional documentation is provided with the Request for Quotation (RFQ) package.

Contractor will attain RC<sup>6</sup> upon the finalization of appropriate written documentation certifying that site remediation has met identified response objectives and no further action is necessary, subject to any requirement for LTM. Prospective Contractors should note that if RA(O), LTM, and/or a regulatory-required remedy review are necessary as a result of the Contractor's remediation activities at a site, the Contractor will be required to complete the following:

- Perform the required RA(O) and/or LTM at that site for the duration of the contract.
- Conduct any regulatory-required remedy reviews required at that site for the duration of the contract.
- Correct any problems and/or deficiencies noted during RA(O), LTM or within a CERCLA 121(c) review consistent with Federal Acquisition Regulation (FAR) 52.212-4, Para (a). The Army and State have agreed to the CERCLA process for addressing these sites for cleanup. Regulatory-required remedy reviews conducted during the duration of the contract constitute a Government Inspection of Services, consistent with FAR52.212-4, Para (a). Remedy deficiencies noted during RA(O), LTM or within a regulatory-required remedy review are defects in the Contractor's performance empowering the Government to exercise its rights under FAR 52.212-4, Para (a). If re-performance is required to correct the problems and deficiencies noted during RA(O), LTM or within a regulatory-required remedy review, the Contractor will be required to modify the existing remedy, implement a contingent remedy, modify the monitoring parameters and/or frequency, or take other activities deemed necessary to correct the deficiencies. The time period for each corrective action will be specified in writing by the COR. Corrective action must be certified and approved consistent with Section 5.1 below. If the Contractor is conducting RA(O) or LTM, or completing a regulatory-required remedy review, on a remedy that they did not implement or modify (i.e. an on-going pump and treat system inherited as part of the PBC scope), correction of substantive remedy deficiencies noted during RA(O), LTM or within a regulatory-required remedy review which may require modification of that remedy are considered outside the scope of this contract effort.

There may be multiple milestones and/or deliverables for each performance objective (see Section 3.4 and Section 7.0). Army will base interim payments on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with the Installation's COR (see Section 5.1), with appropriate acceptance and approval of necessary site remediation documentation by regulators, consistent with applicable State and Federal regulations. For the duration of the contract, the contractor will be required to correct remedy deficiencies noted by RA(O), LTM and regulatory-required remedy reviews.

### **3.0 Project Management**

The PBC approach requires careful coordination between the Contractor and the Army concerning all project activities to ensure that all stakeholders, as defined in Section 3.12, are kept informed of the project status, existing or potential problems, and any changes required to prudently manage the project and meet the needs of the project stakeholders and decision-makers. The Contractor will perform the following project management activities:

#### **3.1 Project Management Plan**

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<sup>6</sup> Remedy in Place, Remedial Action (Operations), Response Complete and Long-Term Management are terms used for the Defense Environmental Restoration Program. These terms are defined in Attachment C.

The Contractor will develop and maintain a detailed Project Management Plan (PMP). The PMP, based on the schedule prepared as part of the Contractor proposal, will specify the schedule, technical approach, and resources required for the planning, execution, and completion of all of the performance objectives. The first draft of the PMP will be due within thirty (30) days of contract award. An outline of a draft PMP will be part of the offeror's proposal submittal. The technical approach in the proposal and outlined for action in the draft PMP should clearly explain how Contractor determined the approach would be most feasible and advantageous to reach performance objectives. The draft PMP and subsequent revisions will be subject to Army review and approval through the COR. The final PMP will be due within 30 days of comments received from the COR.

As part of the PMP, the Contractor will develop and maintain a "resource-loaded schedule" (including current RA(O)/LTM schedules for HNS-001), which is a schedule that includes the technical approach and outlines the due dates and cost expenditure percentages for all milestones, personnel support, and payable deliverables. A payment plan will be included with the schedule that may allow for interim payments to the Contractor based on successful completion of interim milestones proposed by the Contractor. It is the Army's intent to make all payments after verification of progress in accordance with this schedule. Unless otherwise noted in Table 1, Contractor must complete all performance objectives within the allowable contract period of performance, provided Army exercises all contract options. The Contractor will need to take into account the existing or future schedules developed under all applicable State and Federal regulations. The Contractor will also need to coordinate activities with the COR to ensure that the proposed project schedule does not conflict with other contractor activities on site, or interrupt Installation mission activities.

As part of the PMP, the Contractor will identify and implement a means for providing project status reports to the COR. The PMP will address the frequency and content of status reports.

The Contractor will update the PMP to reflect progress towards achievement of the performance objectives and delineate proposed actions to accomplish future project milestones.

### *3.2 Additional Site Plans*

Prior to beginning any field work the Contractor shall prepare all required plans or documents (e.g., sampling and analysis plans, quality assurance project plan, waste minimization plans, investigation derived waste plan (i.e., for soil cuttings, water, etc.) health and safety plans) or modify existing plans, consistent with any documented agreements, orders, or regulations that apply to the Installation and sites. These plans and documents will be subject to Army review and approval through the COR.

### *3.3 Quality Management*

The Contractor must ensure that the quality of all work performed or produced under this contract meets Army approval, through the COR. Quality control/assurance plans must

be prepared (or modified from existing plans) and approved by the COR prior to performance of physical work.

Since the Contractor will develop the technical approach for this PBC, the Contractor shall also develop a strategy for Army Quality Assurance (QA) and submit QA with the PMP. The QA strategy shall highlight key quality control activities or events that the COR will use to determine when Army (COR or Contracting Officer (KO) inspections can be conducted to assess progress toward milestones. Contractor will appropriately code in the project schedule all activities identified in the QA strategy to allow for planning of QA inspections. Contractor will also incorporate these activities into the Quality Assurance Surveillance Plan (QASP). The QASP will be developed by the COR, in conjunction with the Contractor, in parallel with the PMP. The final QASP will be developed by the COR and provided to the Contractor within thirty (30) days of receiving the final approved PMP.

### *3.4 Milestone Presentations*

Milestone presentations will be made to the COR in Anchorage or Fort Richardson at the completion of each milestone below to provide in-depth analysis and lessons learned, and to present approaches for completion of future milestones. The Contractor shall, at COR's request, also make milestone presentations to the other project stakeholders, consistent with applicable State and Federal regulations, to show achievement of the performance objectives. This will include participation in annual Installation Action Plan (IAP) meetings, to be held in Anchorage or Fort Richardson, if requested by the COR.

The Contractor may propose a revision of the milestones below to reflect their PMP and provides for interim milestones. Army will accept Interim milestones only if they represent significant progress, a minimum of 60% toward milestone completion. Contractor shall measure and demonstrate completion of these interim steps by providing sufficient documentation to the COR. As noted in Section 2.0, Army will tie interim payments to the successful completion of the following milestones or an interim milestone plan approved by the Army, through the COR. Draft documents, once accepted by the COR, will be considered "significant progress". To that end, all proposed interim milestones shall be associated with easily demonstrated metrics tied to performance measurements (e.g., final acceptance of a report rather than submission of a draft). All milestones must have a defined means, as approved by the COR within 5 days of drafting the means, for demonstrating completion in order to facilitate certification and approval (see Section 5.1).

- Approval of the Project Management Plan
- Approval of final DD for HNS-02
- Approval of final DD for HNS-03
- Approval of final DD for HNS-04
- Approval of DD for HNS-01
- Approval of RIP/RC documentation
- Approval of annual RA(O)/LTM reports
- Approval of regulatory-required remedy review documentation
- Successful correction of deficiencies noted in the regulatory-required remedy reviews.



### 3.5 *Environmental Requirements*

The Contractor shall identify: applicable Federal, State and Local laws and regulations; applicable Installation-specific orders, agreements, or rules; and perform its work in accordance with said authorities. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately (within 24 hours) be brought to the attention of the COR and Installation telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its requirement to comply with applicable laws and regulations. The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the COR, prior to any drilling or excavating operations. All permitting, licensing, utility clearance, and etc shall be processed through Army personnel located on Fort Richardson, AK. The Contractor shall coordinate all such work with the COR and Installation maintenance personnel prior to performing work. Contractors on environmental sites are required to perform their own utility checks based on Installation-supplied utility maps. The Contractor shall comply with all Installation or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. The Army technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

The Army has established a Standard Operating Procedure and a Geographic Information System (GIS)-based tracking system to ensure the land use restrictions are enforced. The Army has incorporated the Institutional Control (IC) system into the post-wide Master Plan and compliance with ICs is reported in the Annual Monitoring Reports for each site. The IC policy applies to all units and activities, Military and Civilian Support Activities, Tenant Organizations and agencies and Government and Civilian Contractors. Compliance with the IC policy is required in all RA(O), LTM and regulatory-required remedy review activities.

### 3.6 *Protection of Property*

The Contractor shall be responsible for any damage caused to property of the United States (Federal property) by the activities of the Contractor under this contract, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the COR or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the COR in accordance with FAR Clause 52.245-2.

### 3.7 *Health and Safety Requirements*

The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the KO. The Contractor shall ensure that its subcontractors, suppliers and

support personnel follow all safety and health provisions established in the approved Site Safety and Health Plan (SSHP). This SSHP will be due within 30 days of contract award. The Army reserves the right to stop work under this contract for any violations of the SSHP at no additional cost to the Army. Once the Army, through the COR/KO, verifies that corrective action has been implemented, the Contractor will be able to continue contract work. As a minimum, the SSHP shall contain the following elements: site description and contaminant characterization, safety and health hazard(s) assessment and risk analysis, safety and health staff organization and requirements, site specific training and medical surveillance parameters, personal protective equipment (PPE) and decontamination facilities and procedures to be used, monitoring and sampling required, safety and health work precautions and procedures, site control measures, on-site first aid and emergency equipment, emergency response plans and contingency procedures (on-site and off-site), logs, reports, and record keeping.

### *3.8 Quality Control Testing*

Contractor will provide Chemical Quality Control whenever sampling or analysis for chemical constituents is required in order to achieve milestones. Quality control for traditional soils or geotechnical testing shall also be included. The Contractor's laboratory(ies) must be ADEC and USEPA qualified. The Contractor may also establish an on-site testing laboratory at the project site if determined necessary by the Contractor; agreed to by the Installation Commander; and the site is approved by the COR. However, this on-site testing shall meet the requirements of USEPA, and any specific state regulator requirements. The Contractor shall also comply with all requirements of the DoD Quality Systems Manual, Version 2. Samples taken for initial investigations and closure require third party QA samples. Routine sampling events do not. Lab must be certified by the Alaska Department of Environmental Conservation (ADEC) State and EPA.

### *3.9 Project Repository and Administrative Record*

The Contractor will update at least monthly a multimedia (*i.e.*, both paper and electronic format) project repository of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record of the PBC approach to support final decisions and remediation completion. This repository is the property of the Army and available to the Army upon request by the COR or KO. The Army currently maintains a project information repository for HNS-001 at the Haines Public Library and at the Fort Richardson Environmental Office. The Army also maintains a project repository for HNS-002, HNS-003, and HNS-004 at the Fort Richardson Environmental Office. Draft documents will be included in the Contractor's project repository. Contractor will add only final documents to the Army's project information repositories at the Haines Public Library and Fort Richardson Environmental Office.

"Project-related information" includes all previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS. Documents generated by other contractors prior to the

PBC may not be stored in electronic format; however, all documents generated by the Contractor will be maintained in electronic and paper form.

### *3.10 Army Environmental Database and Environmental Restoration Information System*

Once a site identified in this PWS has achieved Response Complete (*i.e.*, appropriate documentation is finalized), the Contractor will be required to provide the COR with the data and documentation necessary for the removal of each site from the Army Environmental Database - Restoration Module (AEDB-R). In addition, the Contractor will be required to electronically submit all generated analytical data into the Environmental Restoration Information System (ERIS). Information regarding ERIS is available online at <http://aec.army.mil/usaec/reporting/eris00.html>. The Army, through the COR, will provide data specifications for AEDB-R and ERIS to the Contractor. The Contractor shall comply with all applicable requirements for data validation and submission, including the requirements outlined for the Environmental Data Management System (EDMS).

### *3.11 Regulatory Involvement*

The Installation will conduct Regulatory coordination. With the direction and approval of the COR, the Contractor will attend meetings, make presentations, and will provide the necessary support to regulatory involvement activities of the project (*e.g.*, organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation, as necessary, of remediation completion from the regulators for all of the sites identified in this PWS). Meetings are generally held quarterly, oftentimes telephonically. Contractor will generally attend two meetings in Haines with the Army, COR and Regulator, in conjunction with semi-annual Restoration Advisory Board meetings, in Haines, AK. The COR, or other COR designee, will attend and represent the Army at all meetings with the regulators. The Army will be the signature authority for all regulatory agreements and remediation documentation. Contractors will not contact regulators or any other government agency without prior approval of the COR.

### *3.12 Public Involvement*

Installation personnel will manage public involvement activities for any activities covered by this PWS. The Contractor will provide support for public involvement activities, as requested by the COR. Under the direction of the COR, the Contractor will assist Army officials in requesting and addressing all public comments consistent with applicable State and Federal regulations. The COR, or other COR designee, shall attend and represent the Army at all meetings with the public. The Installation has an active Restoration Advisory Board (RAB) and detailed information concerning the RAB's organization and activities will be provided to the selected Contractor, as needed.

### *3.13 Project Stakeholders*

For the purposes of this PWS, project stakeholders include the Army, ADEC, and the RAB. Table 2 outlines the general level of stakeholder involvement concerning the deliverables required by this PWS. Required level of involvement may differ from site to

site and the Contractor will be required to obtain comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site.

<i>Table 2: Required Stakeholder Involvement.</i>			
<b>Project Deliverables</b>			
<b>Project Stakeholder</b>	<b>PMP Document</b>	<b>Milestone Presentations</b>	<b>Project Documents (AAC)</b>
<i>Army</i>	A	A	A
<i>ADEC</i>	C	C	A
<i>RAB/Interested Public</i>			C
<p><i>A: Stakeholders will review and approve of deliverables and may provide comments that must be addressed. The Army technical experts will review comments and forward to the COR for approval. Once approved by the COR, Contractor will incorporate the COR-recommended changes.</i></p> <p><i>C: Stakeholder may provide comments to the Army through the COR on deliverables. All comments will be reviewed and approved by the COR before Contractor modifies deliverables.</i></p>			

### 3.14 Deliverable Requirements

Contractor must produce all documents in at least draft and final versions. The Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within ten (10) business days. Once initial comments are addressed, the Army/COR will review draft documents before submission to ADEC. The Contractor will ensure that review periods are consistent with applicable State and Federal regulations. Contractor will identify all documents as draft until completion of stakeholder coordination, which Contractor will finalize and Army will have signed. Contractor will place one copy of the final, signed document in the project repository.

## 4.0 Expertise and Necessary Personnel

The Contractor shall provide the necessary personnel and equipment to successfully execute this PWS. The Contractor is required to determine the requirements for licensed professionals and certifications.

The Contractor shall furnish all plant, labor, materials and equipment necessary to meet performance objectives. The Contractor shall provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. For all work performed under this contract, the Contractor shall also develop and implement quality control measures consistent with all applicable Federal and State regulatory requirements and standards.

## 5.0 Additional Requirements

### 5.1 *Certification and Approval of Project Milestones and Deliverables*

Certification and approval of project milestones by the COR is necessary before distribution of interim payments. Final acceptance of milestone completion will include appropriate acceptance of site remediation documentation by regulators, consistent with applicable State and Federal regulations and Table 2. For the duration of the contract, the contractor will be required to correct remedy deficiencies noted by RA(O), LTM and regulatory-required remedy reviews.

Certification by the COR/KO is also contingent upon the Contractor performing in accordance with the terms and conditions of the contract for this work, this PWS, and all amendments.

Representatives of the U.S. Army Environmental Center (USAEC) and the Contractor shall meet with the COR at a site and time designated by the COR after receipt of each status report to:

- Formally review the quantity and quality of services;
- Inspect work for compliance with this PWS, the associated Contractor's final proposal, and project documentation;
- Accept or reject milestones and deliverables completed since the previous review; and
- Prepare, approve and submit DD Form 250 "Material Inspection and Receiving Report" for interim payments in accordance with milestone completions and approvals at the USAEC level.

### 5.2 *Army Furnished Resources*

The Army, through the COR, shall make available the following resources to the Contractor:

- Records, reports, data, analyses, and information, in their current format (e.g., paper copy, electronic, tape, disks, CDs), to facilitate development of an accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.
- Access to personnel to conduct interviews on Installation operations and activities.
- Access to DoD and Army policy and guidance documents.
- All Government-furnished property used for remediation purposes at the facility must be maintained by the Contractor in accordance with applicable maintenance requirements, and may not be replaced by the Army should new equipment be required.

### 5.3 *Contractor Furnished Resources*

The Contractor will be required to perform the following:

- Coordination with the Army/COR and the Installation in order to get access to the Installation, as required for execution of this PWS and by doing so, will follow the procedures described during the Contractors' meeting at the Installation.
- Coordination with the Army/COR and the Installation in order to gain access to available infrastructure (e.g., buildings, roadways, waste management units, other Installation facilities) and utilities (e.g., electric power and telephone lines, natural gas and water supply distribution pipelines, and wastewater discharge conveyances), as required for execution of this PWS.
- The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities. There is no live power at Sears Creek station or Tok Terminal at this time.
- The Contractor will be required to properly dispose of all waste (including hazardous waste) generated under this contract, to include preparation of all documents needed to obtain necessary approval from appropriate authorities. Contractor will accomplish waste disposal in accordance with all applicable federal, state and local regulations and requirements. The COR will review and approve all Contractor plans for disposal, following review for legal sufficiency. The Contractor shall maintain documents of all waste disposal activities and make such records available to the COR.
- Any other necessary resources needed to achieve the performance objectives.
- Contractor will be required to install a perimeter fence and signage around the Sears Creek Station to ensure security of the site. Contractor will supply COR with the combination or key to the site once fence has been constructed. Fence will become government property upon completion of construction.

#### *5.4 Government Rights*

The Army has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Army owned and are the property of the Army with all rights and privileges of ownership/copyright belonging exclusively to the Army. Contractor cannot use or sell these documents and materials without written permission from the KO. All materials supplied to the Army shall be the sole property of the Army and Contractor cannot use materials for any other purpose. This right does not abrogate any other Army rights under the applicable Data Rights clause(s).

The contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the contractor shall refer them to the Installation COR for response. Project reports and data generated under this contract shall become the property of the government and distribution to any other source by the contractor, unless authorized by the COR, is prohibited.

#### *5.5 Place of Performance*

Contractor will perform work at the Installation and off-site Contractor offices as agreed to by both parties for proper performance of this task.

#### *5.6 Privacy and Security*

In order to ensure the security and orderly running of the Installation, any contractors, consultants, or visitors who wish to gain access to the Installation will need to follow procedures established by the Installation. Due to security restrictions, the Army through the COR will provide details of these and other security procedures at a later date to the Contractor.

#### *5.7 Staffing*

Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the PWS. The PWS defines these personnel as "Key Personnel." Key personnel include: 1) Project Managers and their designated alternates, and 2) scientists or engineers working in critical project development areas. The contractor shall propose which personnel are "Key". There is no intent on the part of the Government to require a specific number of key personnel. The Government is looking for the most efficient and effective number of key personnel. The contractor shall provide supporting rationale for why the positions chosen to be "key" were chosen. Resumes of key personnel shall be submitted with the technical and management proposal and the past performance proposal.

The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (c) and (d) hereof. The Contractor will notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the Contracting Officer, although such approval by the COR will not be unreasonably withheld provided replacement personnel are of the same quality as originally proposed.

If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. Contractor will replace key personnel within 30 days after Contractor provides notification to the Contracting Officer. The Contractor shall replace key personnel with equally qualified personnel. Contractor will provide resumes for replacements for approval by the Contracting Officer prior to placement.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer shall evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

#### *5.8 Stop Work Authority*

The Contractor, authorized Installation personnel, and the COR have the authority and requirement to stop work immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment. Authorized Installation personnel include Installation safety officers, Environmental Division personnel, and command personnel with responsibility for overall Installation operations.



When Contractor stops work due to a hazard/threat to worker safety, health, or the environment, Contractor must document the situation and resolution and submit to the KO. Contractor must stop work whenever Contractor discovers chemical and biological warfare agents, radiological materials, or MEC. In addition, the KO has the authority to temporarily stop work on a project following a 24-hour (one working day) written notification to the Contractor. The KO's stop work notices can be related to nonconformance to project specifications, lack of performance by the Contractor, financial considerations, funding considerations, or other circumstances outlined in the contract. The KO's stop work notices may also be related to security levels that could prevent access to the Installation during a time of heightened security concerns.

### *5.9 Environmental Responsibility Considerations*

- The Army will retain responsibility for any assessed natural resource damages attributed to historic releases of hazardous substances (prior to contract with selected contractor) and any injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor will be required to correct any/all additional natural resource injuries and associated Natural Resource Damages claims brought as a result of its actions (e.g. release of hazardous substance or unreasonable disturbance of natural resources as a result of construction activities).
- The Army will retain all responsibility for third party liability for chemical warfare materiel (CWM), MEC, or radiological material that targeted discovered during the course of remediation.
- Response cost claims, property damage and personal injury claims brought due to contamination and hazardous substance releases that have occurred historically (prior to contract with selected Contractor) and are not due to Contractor remediation activities are excluded from Contractor requirements. The Contractor is be required to indemnify the Army for:
- Any response cost claims for any environmental remediation services which the Contractor has assumed responsibility for under this PWS;
- All costs associated with correction of a failure of any remedy implemented or operated and maintained by the Contractor to the extent such failure was caused by the willful or negligent acts or omissions of the Contractor in the course of performing the environmental services;
- All personal injury or property damage claims to the extent caused by the acts or omissions of the Contractor in the course of performing the environmental services;
- All natural resource damages pursuant to 42 U.S.C. Section 9607(a)(4)(C), to the extent that such damages were caused or contributed to by the actions of the Contractor or its successors in interest; and
- All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Contractor in the course of performing the environmental services or implementing remedial actions.

### *5.10 Contractor Manpower Reporting*

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the

information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors), (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."\*

Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data."

## **6.0 Installation and Site Information**

This section will provide the Contractor with general site background information to assist in the Contractor's identification of the specific sites and corresponding documentation/existing reports. The Army believes the information presented below is accurate. However, if there is a conflict between this information and other site documentation (the existing reports), the Contractor is solely required to review all available information and forming their independent, professional conclusions/interpretation of site conditions and requirements to meet the performance objectives. The following information is not intended as a substitute for complete analysis of technical data available. Nor is it intended to be a guide on how the Contractor will address achievement of the performance objectives/standards.

## 6.1 *Installation Setting and Status*

Haines-Fairbanks Pipeline runs along Haines (Alaska), the Border (British Columbia), Junction (Yukon), Donjek (Yukon), and Tok (Alaska). The military built the pipeline to supply fuel to military installations in Alaska. The pipeline consisted of an eight-inch multi-product line with six pumping stations along the Canadian section. A significant portion of the line was installed above ground. The military decommissioned the pipeline in 1972 and a majority of the pipe removed in 1990-1991.

The following provides a description of the current site status for each of the sites identified in this PWS. The information provides the best information at the disposal of the Army, although site conditions may have changed, and it is the responsibility of Contractors to attend the site visit, research, investigate, and reach their own conclusions regarding site conditions.

## 6.2 *HNS-01: Haines Terminal*

### Site Information

A Preliminary Assessment (PA) completed in 1990 identified leaking underground storage tanks, leaking transformers, three burn pits used for waste fuels and solvent disposal, and potential past use of dioxin-containing herbicides. Two site investigations (SI), completed in 1992 and 1996, identified petroleum contaminants in soil, surface water and groundwater and confirmed off-site migration of petroleum contaminants. In 2001, the Army initiated a permeable sparging trench treatability study to control volatile contaminant migration through a paleochannel identified at the site. The Army expanded the permeable sparging trench system in 2003. Site-wide sampling has been underway since 1995. Initial sampling indicated that contamination was limited to the paleochannel area. However, sampling in 2003 indicated a potentially separate source located under the Manifold Bldg. The Army demolished the building in 2004 and removed the remaining foundation in 2005. Data collected during subsequent investigations identified a paleobasin located under the former Manifold Building. Data indicate that the paleobasin is a separate source area and may not be hydraulically connected to the paleochannel. The Army completed the Tanani Point investigation in 2004 and performed a removal action to excavate contaminated soils. A soil pile with petroleum contaminated cuttings from various areas remains on site and will require disposal.

Geology at the site is complicated due to the presence of fractured bedrock, a paleochannel and a paleobasin in the area. As a result the hydrologic processes at the site are not completely understood but must be thoroughly reviewed, researched, and addressed, for response complete to be agreed upon and achieved. The site includes all areas within the fenced boundary of the Fuel Terminal, the Tanani Point area, and seep areas under and across the road (down gradient from the sparging trench). All of these source areas must be addressed before RIP or RC can be considered for this site.

The soil stockpiles that must be addressed at this site are discussed in the Permeable Sparge Trench Augmentation Installation Report and the Tanani Burn Pit Investigation Report, both listed on the web site. The Contractor is to assume that the combined total of the two soil stockpiles is about 500 cubic yards [small stockpile (from Tanani Point

excavations) is about 100 cyds and larger stockpile is about 400 cyds]. TCLP results were never collected and may be required for disposal of the soil.

#### Most Recent Documentation

- Operation, Maintenance and Monitoring Manual, Haines Fuel Terminal, Haines, AK Feb 2004, CH2M Hill.
- 2004 Annual Monitoring Report, Haines Fuel Terminal, Haines, AK Feb 2005, CH2M Hill.
- Interim Draft Report, CLOSES Evaluation, Haines Fuel Terminal, Haines, AK, June 2003, CH2M Hill.
- Well Installation Report, Haines Fuel Terminal, Haines, AK, December 2004, CH2M Hill.
- Semi-Annual Monitoring Report, Haines Fuel Terminal, January 2005 thru June 2005, CH2MHill.

### *6.3 HNS-02: Haines Pipeline Investigation*

#### Site Information

A PA/SI completed in 1969 determined that petroleum contaminated soil was likely to be located in areas along the pipeline due to historical spills and operations. The formerly used defense sites program (FUDS – operated by the US Army Corps of Engineers) completed a title search for all property along the pipeline corridor. This work identified the Army's portions of the pipeline. It is unknown if petroleum releases have occurred in Army-owned areas along the pipeline. Maps on the website (<http://www.usarak.army.mil/dpw>) identify the portions of pipeline owned by the Army and considered under this RFP. Appendix A, Reference Documents 5, 9 and 17 were written before certain portions of the pipeline were turned over to the FUDS program (approximately 39 total acres). No additional information is known at this time, including which portions of the pipeline are above or below ground. This does not include any pipeline on Fort Wainwright, AK.

#### Most Recent Documentation

- Alaskan Petroleum Pipeline System, Haines-Fairbanks Division, AS-BLT AA-77-3, US Army Engineering District, 1969.
- Maps and associated Memorandum dated 23 July 2002

### *6.4 HNS-03: Sears Creek Station*

#### Site Information

A PA completed in 1995 determined that petroleum contamination was present in areas along the pipeline due to historical spills and releases during maintenance operations. No additional information is known at this time. The structures located at the site are not scheduled for removal at this time. If, as part of the DD, the Contractor proposes to demolish the structures to affect cleanup, then the Contractor must demonstrate in the DD how removal of the structures would expedite the cleanup process.

Most Recent Documentation

- Sears Creek POL Terminal, Alaska, USAPACHEHEA Project No. 37-91-4102-94, January 1995.

6.5 *HNS-04: TOK Terminal*Site Information

A PA/SI completed in 1993 determined further investigation would be required. A limited Remedial Investigation (RI) completed in 2003 indicated that at least two contaminated areas were present at the site: 1) solvent and petroleum contamination in the soil and groundwater at the Generator Bldg area, and 2) high levels of petroleum and lead contamination in the soil at the Oil Rack area. Cleanup should include all areas of the site. The site has not been fully characterized and unknown contaminated areas could exist in uninvestigated parts of the site. A caretaker maintains security of the site.

Most Recent Documentation

- Tok Fuel Terminal RI Report, TT, May 2004, AK District Corps of Engineers.
- Memorandum, Site Summary and Site Inspection Planning, Tok Fuel Terminal, Tok, AK, March 2002, US Army Corps of Engineers, AK District.
- Old Tok Terminal near Fort Greely, USAPACETHEA Project No. 37-91-4102-93.
- Remedial Action Report, Tok Fuel Terminal Demolition, Tok, AK, May 2004.

## 7.0 Project Deliverables

### **Prospective Contractors should note:**

- This project deliverables list is subject to change based on an alternative deliverables list proposed by the Contractor and approved by the Army through the COR.
- As noted in Section 3.13, Contractor must produce all documents in at least draft and final versions. This requirement is subject to change based on Contractor negotiations with the Army and regulators and approved by the COR/KO.

<i>Table 3. Proposed Project Deliverables</i>		
<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>PWS Sections</b>
1	Project Management Plan <b>(applicable to all sites)</b>	3.1, 3.4, 3.12, 3.13
2	Project Management Plan Revisions <b>(applicable to all sites)</b>	3.1, 3.4, 3.12, 3.13
3	Additional Site Plans <b>(applicable to all sites)</b>	3.2, 3.4, 3.12, 3.13
4	Status Reports <b>(applicable to all sites)</b>	3.1, 3.4, 3.12, 3.13
5	Milestone Presentations <b>(applicable to all sites)</b>	3.4, 3.12, 3.13
6	HNS-02 Documents (RI/FS/DD IAW CERCLA/State Regulations <b>(applicable to HNS-02)</b> )	3.4, 3.12, 3.13
7	HNS-03 Documents ( RI/FS/DD IAW CERCLA/ State Regulations)) <b>(applicable to HNS-03)</b>	3.4, 3.12, 3.13
8	HNS-04 Documents ( RI/FS/DD IAW CERCLA/State Regulations <b>(applicable to HNS-04)</b> )	3.4, 3.12, 3.13
9	HNS-01 Decision Document (IAW CERCLA/State Regulations) <b>(applicable to HNS-01)</b>	3.4, 3.12, 3.13
10	HNS-01 RIP/RC Documentation <b>(applicable to HNS-01)</b>	3.4, 3.12, 3.13
11	Annual RA(O) Report(s) <b>(applicable to HNS-01)</b>	3.4, 3.12, 3.13
12	Optimization OR RA(O) Exit/Ramp-Down Strategy Document(s) <b>(HNS-01 when RIP achieved)</b>	3.4, 3.12, 3.13
13	Annual LTM Report(s) <b>(HNS-01 if RC achieved)</b>	3.4, 3.12, 3.13
14	Optimization OR LTM Exit/Ramp-Down Strategy Document(s) <b>(HNS-01 if RC achieved)</b>	3.4, 3.12, 3.13
15	Annual Remedy Review Documents <b>(applicable to all sites)</b>	3.4, 3.12, 3.13
16	Documentation of Corrections Completed from Remedy Reviews <b>(applicable to all sites)</b>	3.4, 3.12, 3.13

**ATTACHMENT A: REFERENCE DOCUMENTS*****Prospective Contractors should note:***

- These documents are available from the website: <http://www.usarak.army.mil/dpw> Click on “Environmental” and then “Environmental News”
- The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this PWS.

*Table 4. Available Reference Documents*

<b>Title</b>	<b>Author</b>	<b>Date</b>	<b>Site</b>	<b>File Name</b>
1. Operation, Maintenance & Monitoring Manual, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-04	HNS-001	HNS OM&M Manual
2. 2004 Annual Monitoring Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-05	HNS-001	2004 Annual Monitoring Report Haines Fuel Terminal
3. Interim Draft Report, CLOSES Evaluation, Haines Fuel Terminal, Haines, AK	CH2M Hill	Jun-03	HNS-001	draft CLOSES eval hns
4. Well Installation Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	May-05	HNS-001	Well Install Work Plan 5-05
5. Alaska Petroleum Pipeline System, Haines-Fairbanks Division, AS-BLT-AA-77-3	US Army Engineering District	1969	HNS-001, 002, 003, 004	DERP FUDS property hns-fbx pipeline division
6. Sears Creek POL Terminal, Alaska, Project No. 37-91-4102-94	USAPACHEHEA	Jan-95	HNS-003	Sears Creek POL Terminal
7. Final Tok Fuel Terminal Remedial Investigation Report, Tok Terminal, AK	District Corps of Engineers		HNS-004	TOK RI
8. Old Tok Terminal near Fort Greely, Project No. 37-91-4102-93	USAPACETHEA		HNS-004	Old Tok Terminal near FGA
9. General Description of Pipeline Facilities		1968	HNS-001, 002, 003, 004	General Description of Pipeline Facilities
10. Preliminary Investigation of Petroleum Spillage, Haines-Fairbanks Military Pipeline	CRREL	Apr-72	HNS-001, 002, 003, 004	Petroleum Spillage Investigation HNS-FBX Pipeline
11. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_1
12. Haines Fuel Terminal	CH2M Hill		HNS-001	HNS Figure 4_2
13. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_2
14. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 4_1
15. Haines Site Plan 2005	CH2M Hill		HNS-001	Haines_Site Plan
16. Report: Evaluation of Source Areas Haines Fuel Terminal	CH2M Hill	Mar-05	HNS-001	Haines Fuel Terminal
17. Revised CH2M Hill Health & Safety Plan				Appendix A
18. Description of Alaskan Military Petroleum Facilities	172D Infantry Brigade (Alaska)	Jan-82	HNS-001, 002, 003, 004	AK Mil Petroleum Facilities Description

19. Remedial Action TOK Terminal Demolition, Tok, AK	HLA/Wilder JV	May-04	HNS-004	RAR TOK
20. DERP-FUDS Memorandum	FUDS	Jul0-02	HNS-02	PIPELINE FUDS
21. Final Tech Memo – HNS Fuel Terminal Tanani Pt Burn Pit RI	BNCI	May-05	HNS-01	179 P0004 Tech Memo_Final
22. Semi-Annual Monitoring Report, Haines Fuel Terminal, January 2005 thru June 2005	CH2MHill	Jul-05	HNS-01	2005 July Semi-Annual Monitoring Report Haines Fuel Terminal
23. Permeable Sparge Trench Augmentation Report Haines Fuel Terminal	CH2MHill	Aug-03	HNS-01	Permeable Sparge Trench Augmentation Installation Report
24. Tank 100 RI Report, Haines Fuel Terminal	CH2MHill	Nov-01	HNS-01	Tank_100_Release_Investigation_Final

## ATTACHMENT B: LIST OF ACRONYMS

AAC	Alaska Administrative Code
ADEC	Alaska Department of Environmental Conservation
AEDB-R	Army Environmental Database - Restoration Module
CAIS	Chemical Agent Identification Sets
CLOSES	Cleanup Operations and Site Exit Strategy
COR	Contracting Officer's Representative
CWM	Chemical Warfare Materiel
DD	Decision Document
DERP	Defense Environmental Restoration Program
DMM	Discarded Military Munitions
DoD	Department of Defense
EDMS	Environmental Data Management System
ERIS	Environmental Restoration Information System
FAR	Federal Acquisition Regulation
FFPR	Firm Fixed Price Remediation
FS	Feasibility Study
GIS	Geographic Information System
IAP	Installation Action Plan
IAW	In accordance with
IC	Institutional Control
KO	Contracting Officer
LTM	Long-Term Management
MEC	Munitions and Explosives of Concern
NPL	National Priorities List
OSHA	Occupational Safety and Health Administration
PBC	Performance-Based Contract/Contracting
PMP	Project Management Plan
PPE	Personal Protective Equipment
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RAB	Restoration Advisory Board



RA(O)	Remedial Action (Operations)
RC	Response Complete
RDX	Royal Demolition eXplosive
RFQ	Request for Quotation
RIP	Remedy In Place
RI	Remedial Investigation
ROD	Record of Decision
SSHP	Site Safety and Health Plan
TNT	Trinitrotoluene
USAEC	United States Army Environmental Center
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
UXO	Unexploded Ordnance

## ATTACHMENT C: DEFINITIONS

*Chemical Warfare Materiel (CWM):* An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- services nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, Chemical Agent Identification Sets (CAIS) are also considered CWM. CWM does not include: riot control agents, chemical herbicides, smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

*CLOSES (Cleanup Operations and Site Exit Strategy):* CLOSES is an existing format for ramping-down operations and reaching response complete at a site. This format has been agreed to between the Army and State. The CLOSES document is a “living” document and can be revised and changed, but does show the history and path of how decisions were reached in the past. Using the existing CLOSES format and existing draft final document should eliminate some duplication of effort.

*Decision Document:* A general term for documentation of removal or interim remedial action (IRA) and remedial action (RA) decisions undertaken in accordance with CERCLA and the NCP. The term “Decision Document” encompasses RODS and/or Action Memoranda for remedies and removals, and Statements of Basis for RCRA corrective action. In accordance with the NCP, a remedy must be selected and documented in a DD. The DD serves as certification that the Army selected the remedy pursuant to CERCLA Section 104 and followed the process in CERCLA Section 120 and the NCP Section 300.430. See Chapter 6 in the Army Defense Environmental Restoration Program: Management Guidance for Active Installations, November 2004 (U.S. Army Environmental Center’s web site: <http://aec.army.mil/usaec/cleanup/guidance00.html>).

Specific to the sites requiring action in this solicitation, the Decision Document (DD) will not exceed ten pages and will be summary in nature. References will be made to complete documents when cited in the DD. It will serve the same substantive purpose as outlined in the NCP for similar documents, which purpose is to describe the action being taken, or recommended, and summarize the rationale behind the decision to take that action.

The Decision Document will clearly state the specific problem at which the recommended action is directed, and summarize the nature, extent, and associated risks of the site's contamination. It will also cite the primary laws and regulations that impact the action, which may mandate that certain cleanup goals be achieved. Sufficient site description and general background information should be detailed to provide a context in which to evaluate the technical information and recommendations presented in the document.

The DD will discuss the specific goals of the recommended action (and why they are reasonable, proper and responsible), followed by a description of the action, its nature, scope and principal components. A summary discussion of other actions that were considered will also be included, along with an analysis of the relative advantages and disadvantages and estimated cost ranges of each (including the alternative chosen). Finally, a summary of the overall rationale for selecting the recommend action will be provided. This summary will clearly state that the Army considers the alternative to be cost-effective and protective of the environment.

See also OSWER's "Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents," July 1999.

*Deliverables:* Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this PWS.

*Duration of the contract:* The total period of performance to include option periods, if exercised.

*Feasibility Study (FS):* The FS is the mechanism for the development, screening, and detailed evaluation of alternative remedial actions based on the results of the RI.

The RI and FS are generally conducted concurrently - data collected in the RI influence the development of remedial alternatives in the FS, which in turn affect the data needs and scope of treatability studies and additional field investigations. This phased approach encourages the continual scoping of the site characterization effort, which minimizes the collection of unnecessary data and maximizes data quality.

See OWSWER's Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final" (October 1988).

*Long-Term Management (LTM):* The remedial phase including maintenance, monitoring, record keeping, remedy reviews, etc. initiated after response (removal or remedial) objectives have been met (i.e., after Response Complete).

*Milestones:* Significant events or activities that occur in the course of the Contractor achieving the performance objectives identified in this PWS.

*Munitions and Explosives of Concern (MEC):* This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9); Discarded Military Munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or Explosive munitions constituents (e.g., Trinitrotoluene (TNT), Royal Demolition eXplosive (RDX)) present in high enough concentrations to pose an explosive hazard.

*PMP Documents:* The original PMP (including project schedule), revisions, and status reports.

*Project Documents (AAC):* Documentation and data required by state-regulated remediation and RA(O) and/or LTM activities. These documents include the additional site plans referenced in Section 3.2.

*Project-related information:* All previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS.

*Remedial Action (Operations) (RA(O)):* The remedial phase during which the remedy is in place and operating to achieve the cleanup objective identified in the Record of Decision (ROD) or other formal decision document. Any system operation (long-term operations) or monitoring (long-term monitoring) requirements during this time are considered RA(O).

*Remedial Investigation (RI)*: An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternatives for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done along with a feasibility study. Together they are usually referred to as the "RI/FS".

The remedial investigation serves as the mechanism for collecting data to:

- characterize site conditions;
- determine the nature of the waste;
- assess risk to human health and the environment; and
- conduct treatability testing to evaluate the potential performance and cost of the treatment technologies that are being considered.

See OWSWER's Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final" (October 1988).

*Remedy In Place (RIP)*: A final remedial action has been constructed and implemented and is operating as planned in the remedial design. An example of a remedy in place is a pump-and-treat system that is in place, operating as designed, and will continue to operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

*Resource-loaded Schedule*: A schedule of due dates and cost expenditure percentages for all milestones and payable deliverables.

*Response Complete (RC)*: The remedy is in place and required RA(O) is complete if there is no RA(O) phase, then the remedial action–construction end date will also be the RC date. If no remedial action is required at a site (based on agreement with the Army and appropriate regulators), documentation of "No Further Action" will constitute Response Complete. Consistent with CERCLA, the Defense Environmental Restoration Program, and applicable Executive Orders and regulations, environmental response activities under the Installation Restoration program categories shall be considered "response complete" when all the response objectives identified in an appropriately signed ROD or other formal decision document have been achieved and documented.

If environmental restoration activities allow for *unrestricted* use of the property, response complete is when there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document.

If environmental restoration activities *do not allow for unrestricted* use of the property, response complete occurs when: 1) there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document; and 2) at least one subsequent review to ensure that the response action has remained effective and continues to be protective of human health and the environment as defined by the response objectives detailed in the ROD or other formal decision document has occurred; and 3) at least five years have elapsed.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR FFP Provide Plans to support remediation efforts and sites identified in accordance with the Haines-Fairbanks Pipeline Performance Work Statement (PWS). Period of Performance (POP): 30 March 2006 - 29 March 2007 PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Project Management Plan FFP Provide Project Management Plan (PMP) to support sites specified in the Haines Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Additional Plans FFP Provide Additional Plans to support sites specified in Haines Performance Work Statement (PWS).	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Remedial Action and Decision Documents FFP Remedial Action and Decision Documents at HNS-001, Haines Fuel Terminal.	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-002, Haines Pipeline	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-003, Sears Creek Station	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-004, Tok Terminal	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG OPTION	Exit/Ramp-Down Strategy Documents FFP Optional Task: Exit/Ramp-Down Strategy Documents (CLOSES) for HNS-001, Haines Fuel Terminal.	1	Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Contractor Manpower Reporting, Base Year FFP	1	Lump Sum		
	Reporting for Base Year. Department of the Army required reporting of actual labor hours, dollars, and other information in accordance with Section 5.10 of the Performance Work Statement (PWS).				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FIRST OPTION YEAR FFP				
	Provide Remediation Services at HNS-001, Haines Fuel Terminal, HNS-002, Haines Pipeline, HNS-003, Sears Creek Station and HNS-004, Tok Terminal in accordance with the Haines-Fairbanks Pipeline Performance Work Statement (PWS).				
	Period of Performance (POP): 30 March 2007 - 29 March 2008				
	PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Lump Sum		
OPTION	Remedial Action and Decision Document FFP Remedial Action and Decision Document at HNS-001, Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Lump Sum		
OPTION	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-002, Haines Pipeline PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	Lump Sum		
OPTION	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-003, Sears Creek Station.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-004, Tok Terminal.	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Exit/Ramp-Down Strategy Documents FFP Exit/Ramp-Down Strategy Documents (CLOSES) for HNS-001, Haines Fuel Terminal.	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Contractor Manpower Reporting FFP Reporting for First Option Year. Department of the Army required reporting of actual labor hours, dollars, and other information in accordance with Section 5.10 of the Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SECOND OPTION YEAR FFP Provide Remediation Services at HNS-001, Haines Fuel Terminal, HNS-002, Haines Pipeline, HNS-003, Sears Creek Station and HNS-004, Tok Terminal, in accordance with the Haines-Fairbanks Pipeline Performance Work Statement (PWS). Period of Performance (POP): 30 March 2008 - 29 March 2009 PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Remedial Action and Decision Documents FFP Remedial Action and Decision Document at HNS-001, Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-002, Haines Pipeline. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-003, Sears Creek Station. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	RI/FS/DD FFP Remedial Investigation/Feasibility Study/Decision Document for HNS-004, Tok Terminal.	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Update Project Management Plan FFP Update Project Management Plan (PMP) to support sites specified in the Haines Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Update Additional Plans FFP Update Additional Plans to support sites specified in Haines PBC Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	Exit/Ramp-Down Strategy Documents FFP Exit/Ramp-Down Strategy Documents (CLOSES) for HNS-001, Haines Fuel Terminal.	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Contractor Manpower Reporting FFP Reporting for Second Option Year. Department of the Army required reporting of actual labor hours, dollars, and other information in accordance with Section 5.10 of the Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	THIRD OPTION YEAR FFP Provide Remediation Services at HNS-001, Haines Fuel Terminal in accordance with the Haines-Fairbanks Pipeline Performance Work Statement (PWS). Period of Performance (POP): 30 March 2009 - 29 March 2010 PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Remedial Action and Decision Document FFP Remedial Action and Decision Document at HNS-001, Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Exit/Ramp-Down Strategy Documents FFP Exit/Ramp-Down Strategy Documents (CLOSES) for HNS-001, Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Contractor Manpower Reporting FFP Reporting for Third Option Year. Department of the Army required reporting of actual labor hours, dollars, and other information in accordance with Section 5.10 of the Performance Work Statement (PWS).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FOURTH OPTION YEAR FFP Provide Remediation Services at HNS-001, Haines Fuel Terminal in accordance with the Haines Performance Work Statement (PWS). Period of Performance (POP): 30 March 2010 - 29 March 2011 PURCHASE REQUEST NUMBER: REMED-05-HAI01				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Remedial Action and Decision Document FFP Remedial Action and Decision Document at HNS-001, Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01	1	Lump Sum		
NET AMT					

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		1	Lump Sum		
OPTION	Exit/Ramp-Down Strategy Documents FFP Exit/Ramp-Down Strategy Documents (CLOSES) for HNS-001., Haines Fuel Terminal. PURCHASE REQUEST NUMBER: REMED-05-HAI01				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		1	Lump Sum		
OPTION	Contractor Manpower Reporting FFP Reporting for Fourth Option Year. Department of the Army required reporting of actual labor hours, dollars, and other information in accordance with Section 5.10 of the Performance Work Statement (PWS).				

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NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government

0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0002AE	N/A	N/A	N/A	Government
0002AF	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
0003AG	N/A	N/A	N/A	Government
0003AH	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government
0005AC	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-DEC-2007 TO 30-MAR-2008	N/A	DIRECTORATE OF PUBLIC WORKS THERESE M. DEARDORFF ATTN: APVR-RPW-GE-R 730 QUARTERMASTER RD FT. RICHARDSON AK 99505-6500 384-2716 FOB: Destination	RPWGER
0001AA	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AB	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AC	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AD	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER

0001AE	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AF	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AG	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0001AH	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002	POP 30-DEC-2007 TO 30-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AA	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AB	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AC	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AD	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AE	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0002AF	POP 30-MAR-2007 TO 29-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AA	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AB	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AC	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AD	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AE	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AF	POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER

0003AG POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0003AH POP 30-MAR-2008 TO 29-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0004 POP 30-MAR-2009 TO 29-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0004AA POP 30-MAR-2009 TO 29-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0004AB POP 30-MAR-2009 TO 29-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0004AC POP 30-MAR-2009 TO 29-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0005 POP 30-MAR-2010 TO 29-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0005AA POP 30-MAR-2010 TO 29-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0005AB POP 30-MAR-2010 TO 29-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER
0005AC POP 30-MAR-2010 TO 29-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWGER

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.242-7000	Postaward Conference	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Principal Assistant Responsible for Contracting (PARC) and shall not be binding until so approved.

(End of clause)

### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an



offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior

to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical  
Past Performance/Past Experience  
Price

\*See Proposal Instructions for Factors and Subfactors

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ☐ ) is, ( ☐ ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ☐ ) has, ( ☐ ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
—	—
<div></div>	<div></div>
—	—
<div></div>	<div></div>
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
<div></div>	<div></div>
—	—
<div></div>	<div></div>
—	—
<div></div>	<div></div>
—	—

[List as necessary]



(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
—
_____
—
_____
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
• _____	• _____
• _____	• _____
• _____	• _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by

law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) to 52.219-5.

☐ (iii) Alternate II to (JUNE 2003) 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☒ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.



\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( )

does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.

(End of clause)

#### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the

provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the U.S. Army Regional Contracting Office - Alaska the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Army Regional Contracting Office - Alaska Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Army Regional Contracting Office - Alaska.

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the U.S. Army, Regional Contracting Office - Alaska Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee	Clas	Monetary Wage-Fringe Benefits
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<u>Environmental Protection Specialist</u>	<u>GS-12</u>	<u>\$25.98</u>
<u>Environmental Protection Specialist Supervisor</u>	<u>GS-13</u>	<u>\$30.90</u>

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army, Regional Contracting Office – Alaska, Bldg. 600, 2<sup>nd</sup> Floor, NE Wing, Fort Richardson, AK 99505.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vfaffara.htm>

<http://www.arnet.gov/far/>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vfaffara.htm>

<http://www.arnet.gov/far/>

(End of clause)

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (DFAR) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (DFAR) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject

to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).



\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

\_\_X\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

\_\_X\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

\_\_X\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_X\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_X\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

\_\_X\_\_ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

\_\_X\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_X\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_ Alternate I) (MAR 2000) (\_\_\_\_ Alternate II) (MAR 2000) (\_\_\_\_ Alternate III (May 2002).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

## CONTRACT ADMINISTRATION

### **1. CONTACT FOR CONTRACT ADMINISTRATION**

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### **2. PERIOD OF PERFORMANCE**

The basic period of performance of any contract resulting from this solicitation is anticipated to be from date of contract award through \_\_\_\_\_ (12 months from date of award). Four (4) consecutive 12-month option period(s) are also included that the Government may exercise in accordance with the terms of the contract.

### **3. HOLIDAYS**

The following federal legal holidays are to be observed in performance of the resulting contract:

New Year's Day (1 January of every year)

Martin Luther King Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (4th Monday in May)

Independence Day (4th of July each year)  
 Labor Day (1st Monday in September)  
 Columbus Day (2nd Monday in October)  
 Veteran's Day (11th of November each year)  
 Thanksgiving (4th Thursday in November)  
 Christmas (25th of December each year)

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies.

#### **4. PAYMENT OFFICE POINT OF CONTACT**

The point of contact for any problems associated with the payment of invoices will be Ms. Faith Lehano, Chief Army Alaska Vendor Pay, telephone (808) 472-7750, or Facsimile (808) 472-5826. Customer Service is available by dialing 1-888-222-6950 (toll free) or Facsimile (808)472-5836. The Electronic Funds Transfer Team may be reached by telephone at (808) 472-7776 or 472-7771.

#### **5. POST TRAFFIC REGULATION**

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

#### **6. SERVICE CONTRACT WAGE DETERMINATION**

Department of Labor Wage Determination No. 1994-2017, Revision 33 dated 05/23/2005 is hereby incorporated and made a part of the resulting contract.

The wages for the different occupations listed in the above referenced Wage Determination are based on various descriptions as defined in the publication entitled, "Service Contract Act Directory of Occupations," issued by the U. S. Department of Labor. This document may be reviewed at the Regional Contracting Office - Alaska, Bldg 600, 2<sup>nd</sup> Floor, East End, Fort Richardson, Alaska.

#### **7. REQUIRED INSURANCE**

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
(a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence
(c) Automobile Liability Insurance	

For commercial motor vehicles as defined by the Department of Public Safety, Division of Motor Vehicles, Commercial Vehicle Section	\$500,000.00 bodily injury or death in a single occurrence \$200,000.00 property damage in a single occurrence
For other vehicles used in connection with performing the contract	\$200,000.00 for bodily injury or death per person \$500,000.00 for bodily injury or death per occurrence \$25,000.00 property damage per occurrence

Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death  
of one person per occurrence  
\$100,000.00 bodily injury or death  
of two or more persons per occurrence  
\$25,000.00 property damage per occurrence

## 8. AVAILABILITY OF FORMS AND CLAUSES

Copies of forms and clauses incorporated by reference in this solicitation may be obtained by contacting the Regional Contracting Office - Alaska, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525.

## 9. CONTRACTOR EMPLOYEE IDENTIFICATION

Contractor personnel performing recurring services within Government offices shall be readily identifiable by display of a Contractor provided badge or nametag. The Contractor badge format shall, as a minimum, include the employee's name and Contractor's name. Contractor personnel shall wear the badge/nametag at all times when performing contract work on a Government facility. Each Contractor

employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety, health reasons, or contract terms require a placement at a different location.

## **10. PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)**

1. PPIMS. During the period of this contract, the Government will collect, evaluate and store data concerning the contractor's performance in the Past Performance Information Management System (PPIMS). The PPIMS is a web-based system, and is the Army's central repository for past performance information for this contract. Past Performance Information (PPI) may be used to evaluate performance risk in source selection, and it may also be used to aid in identifying potential sources, developing acquisition strategies, and determining contractor responsibility.

2. Performance Assessment Report (PAR). A PAR, essentially a report card on the contractor's performance, will be prepared upon physical completion of the contract, and additional interim reports may be prepared for multiple-year contracts or if the Contracting Officer determines that an out-of-cycle or "addendum" report could be beneficial.

3. Rating Areas. Ratings will be made in the following areas:

Quality of Product or Service – Contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards.)

Schedule – Timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance.)

Cost Control – (Not required for Firm-Fixed Price and Firm-Fixed Price with Economic Price Adjustment contracts) – Contractor's effectiveness in forecasting, managing and controlling contract cost.

Business Relations – Integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.

Management of Key Personnel – (For services and information technology contracts only) – Contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

4. Rating System: The following rating system will be used to assess contractor performance for all applicable PPI elements:

Exceptional (Dark Blue) – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) – Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) – Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

5. Contractor Review: Contractors will be given 30 calendar days after receipt of a PAR to review the evaluation and provide comments. Failure to respond within the 30-day period will be taken as agreement with the assessment. The Contracting Officer may grant an extension to the 30-day review period.

6. Contractor Concurrence: When a contractor concurs with, or takes no exception to a performance report, such report shall be considered final and releasable for use in source selection and other deliberative purposes.

7. Contractor Rebuttal: When a contractor takes exception to a performance report, the Contracting Officer will review the contractor's rebuttal or comments and, as warranted, make appropriate changes. If there is still disagreement, the contractor's rebuttal or comments shall be made a part of the PAR. All information including the contractor's comments and the Contracting Officer's supporting rationale is forwarded to the designated reviewing official for agency decision. The decision of the reviewing official is final.

8. Final Report. The Contracting Officer will provide a copy of the final report to the contractor. Concurrently, the final report, along with the contractor comments or rebuttal, is releasable for use in source selection and other deliberative purposes. Departments and agencies will share past performance information with other departments and agencies when requested to support future award decisions.

9. Questions. Contractors shall direct any questions concerning PPI or PPIMS to the Contracting Officer.

## WEATHER CONDITIONS

### **Tok**

Tok is located in central Alaska, between the Wrangells and the Alaska Range. Just 93 miles inside the Alaska/Canada border, this town surrounds the junction of the Alaska Highway (which goes north to

Delta Junction and Fairbanks) and the Tok Cutoff (part of the Glenn Highway, which takes you to the Glennallen, Valdez, and Anchorage areas).

**Meteorology:** This area lies within a sub-arctic continental climatic zone. It is characterized by extreme shifts in available daylight, ranging from slightly more than 3 1/2 hours in the winter equinox to more than 22 hours at the summer equinox. Consequently, extreme temperature shifts are encountered, with the extremes ranging from -14° F to 60° F. This area experiences low precipitation and low relative humidity. Average annual precipitation, including snowfall, is equivalent to approximately 11 inches, (equated to inches of rainfall). Average snowfall approximates 70 inches with a large part of the loss due to sublimation. The wettest month is August with average rainfall of 1.68 inches. The driest month is April with an average equivalent rainfall of 0.27 inches. Generally, the frost-free period runs from the third week in May until the end of August. The prevailing winds at Tok generally are from the north during the winter months. During the summer, the winds are generally from the southwest. In general winds are at low speeds with the average in the range of five knots. The greatest wind speeds are encountered during thunderstorm activity in the summer. Blizzard conditions are rare.

### Haines

Haines is in southeastern Alaska, between Chilkat and Chilkoot inlets on the Chilkat Peninsula. It is characterized by the steep mountainous terrain of the Takshanuk Mountain Range and is surrounded by deep saltwater inlets. The Haines Fuel Terminal is located on approximately 85 acres on the northeastern slope of Mount Ripinski (summit elevation 3,563 feet), approximately 300 to 1,000 feet inland and upgradient from Lutak Inlet. Terrain at the HFT slopes from approximately 200 feet mean sea level toward Lutak Inlet. The site was cleared for native timber during development, and vegetation was routinely cleared during site operations.

**Meteorology:** Haines is in the maritime climatic zone in southeast Alaska, which is characterized as mild and wet, with no extremes in temperature. Mean annual precipitation in the Haines areas is 57.4 inches, including an average of 132.6 inches of snow per year. The mean annual temperature is 40.4° Fahrenheit, with prevailing southeast winds at an average of 9.8 knots. Average temperatures in Haines can range from 23° F in winter to 59° F in summer.

### WAGE DETERMINATION

94-2017 AK, STATEWIDE

WAGE DETERMINATION NO: 94-2017 REV (33) AREA: AK, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2018

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2017

Revision No.: 33

Date Of Revision: 05/23/2005

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Alaska | State:  
Area: Alaska Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.25
01012 - Accounting Clerk II	13.46
01013 - Accounting Clerk III	16.97
01014 - Accounting Clerk IV	19.02
01030 - Court Reporter	17.92
01050 - Dispatcher, Motor Vehicle	17.18
01060 - Document Preparation Clerk	15.39
01070 - Messenger (Courier)	13.11
01090 - Duplicating Machine Operator	13.38
01110 - Film/Tape Librarian	15.27
01115 - General Clerk I	12.27
01116 - General Clerk II	14.80
01117 - General Clerk III	15.56
01118 - General Clerk IV	17.51
01120 - Housing Referral Assistant	18.57
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	17.14
01191 - Order Clerk I	13.94
01192 - Order Clerk II	15.73
01261 - Personnel Assistant (Employment) I	15.35
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.28
01264 - Personnel Assistant (Employment) IV	22.38
01270 - Production Control Clerk	21.31
01290 - Rental Clerk	15.27
01300 - Scheduler, Maintenance	16.01
01311 - Secretary I	16.01
01312 - Secretary II	17.92
01313 - Secretary III	18.57
01314 - Secretary IV	20.88
01315 - Secretary V	22.76
01320 - Service Order Dispatcher	15.37
01341 - Stenographer I	14.27
01342 - Stenographer II	16.03
01400 - Supply Technician	20.88
01420 - Survey Worker (Interviewer)	17.07
01460 - Switchboard Operator-Receptionist	12.54
01510 - Test Examiner	17.92
01520 - Test Proctor	17.92
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.55
01533 - Travel Clerk III	16.08
01611 - Word Processor I	14.36
01612 - Word Processor II	16.23
01613 - Word Processor III	17.57
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.45
03041 - Computer Operator I	16.09
03042 - Computer Operator II	17.14



03043 - Computer Operator III	24.42
03044 - Computer Operator IV	25.98
03045 - Computer Operator V	27.62
03071 - Computer Programmer I (1)	22.08
03072 - Computer Programmer II (1)	27.30
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.62
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.47
05010 - Automotive Glass Installer	20.51
05040 - Automotive Worker	20.51
05070 - Electrician, Automotive	22.17
05100 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	20.51
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	17.38
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.51
05310 - Painter, Automotive	21.44
05340 - Radiator Repair Specialist	20.51
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	22.47
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.30
07010 - Baker	14.50
07041 - Cook I	12.82
07042 - Cook II	14.72
07070 - Dishwasher	10.99
07130 - Meat Cutter	16.33
07250 - Waiter/Waitress	10.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.44
09040 - Furniture Handler	15.78
09070 - Furniture Refinisher	21.44
09100 - Furniture Refinisher Helper	17.38
09110 - Furniture Repairer, Minor	19.42
09130 - Upholsterer	21.44
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.41
11060 - Elevator Operator	11.07
11090 - Gardener	15.93
11121 - House Keeping Aid I	10.69
11122 - House Keeping Aid II	11.99
11150 - Janitor	12.92
11210 - Laborer, Grounds Maintenance	13.26
11240 - Maid or Houseman	10.69
11270 - Pest Controller	16.93
11300 - Refuse Collector	17.26
11330 - Tractor Operator	15.03
11360 - Window Cleaner	14.27
12000 - Health Occupations	
12020 - Dental Assistant	15.88
12040 - Emergency Medical Technician (EMT)/ Paramedic/Ambulance Driver	19.48

12071 - Licensed Practical Nurse I	14.67
12072 - Licensed Practical Nurse II	16.49
12073 - Licensed Practical Nurse III	18.45
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	18.89
12160 - Medical Record Clerk	14.66
12190 - Medical Record Technician	15.36
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.84
12223 - Nursing Assistant III	12.89
12224 - Nursing Assistant IV	14.50
12250 - Pharmacy Technician	15.62
12280 - Phlebotomist	16.49
12311 - Registered Nurse I	22.19
12312 - Registered Nurse II	27.15
12313 - Registered Nurse II, Specialist	27.15
12314 - Registered Nurse III	32.84
12315 - Registered Nurse III, Anesthetist	32.84
12316 - Registered Nurse IV	39.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.84
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	22.95
13050 - Library Technician	19.63
13071 - Photographer I	16.79
13072 - Photographer II	21.09
13073 - Photographer III	21.99
13074 - Photographer IV	26.87
13075 - Photographer V	28.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.64
15030 - Counter Attendant	9.64
15040 - Dry Cleaner	12.29
15070 - Finisher, Flatwork, Machine	9.64
15090 - Presser, Hand	9.64
15100 - Presser, Machine, Drycleaning	9.64
15130 - Presser, Machine, Shirts	9.64
15160 - Presser, Machine, Wearing Apparel, Laundry	9.64
15190 - Sewing Machine Operator	13.17
15220 - Tailor	14.50
15250 - Washer, Machine	10.52
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	23.06
19040 - Tool and Die Maker	28.71
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	24.18
21020 - Material Coordinator	21.31
21030 - Material Expediter	21.31
21040 - Material Handling Laborer	16.29
21050 - Order Filler	13.82
21071 - Forklift Operator	17.80
21080 - Production Line Worker (Food Processing)	17.80
21100 - Shipping/Receiving Clerk	17.20
21130 - Shipping Packer	17.20

21140 - Store Worker I	13.66
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	18.50
21210 - Tools and Parts Attendant	17.80
21400 - Warehouse Specialist	17.80
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.71
23040 - Aircraft Mechanic Helper	18.58
23050 - Aircraft Quality Control Inspector	25.10
23060 - Aircraft Servicer	20.76
23070 - Aircraft Worker	21.84
23100 - Appliance Mechanic	23.05
23120 - Bicycle Repairer	17.78
23125 - Cable Splicer	31.61
23130 - Carpenter, Maintenance	23.24
23140 - Carpet Layer	21.64
23160 - Electrician, Maintenance	28.07
23181 - Electronics Technician, Maintenance I	21.21
23182 - Electronics Technician, Maintenance II	30.22
23183 - Electronics Technician, Maintenance III	32.77
23260 - Fabric Worker	20.22
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	19.16
23340 - Fuel Distribution System Mechanic	28.42
23370 - General Maintenance Worker	20.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.39
23430 - Heavy Equipment Mechanic	25.13
23440 - Heavy Equipment Operator	27.85
23460 - Instrument Mechanic	24.47
23470 - Laborer	13.51
23500 - Locksmith	22.55
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	17.38
23640 - Millwright	24.47
23700 - Office Appliance Repairer	23.05
23740 - Painter, Aircraft	24.52
23760 - Painter, Maintenance	21.45
23790 - Pipefitter, Maintenance	29.11
23800 - Plumber, Maintenance	27.79
23820 - Pneudraulic Systems Mechanic	24.47
23850 - Rigger	24.47
23870 - Scale Mechanic	21.64
23890 - Sheet-Metal Worker, Maintenance	25.83
23910 - Small Engine Mechanic	21.64
23930 - Telecommunication Mechanic I	23.93
23931 - Telecommunication Mechanic II	27.34
23950 - Telephone Lineman	23.93
23960 - Welder, Combination, Maintenance	23.10
23965 - Well Driller	24.47
23970 - Woodcraft Worker	24.47
23980 - Woodworker	20.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24600 - Chore Aid	11.74
24630 - Homemaker	18.94
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	26.53

25040 - Sewage Plant Operator	23.05
25070 - Stationary Engineer	26.53
25190 - Ventilation Equipment Tender	17.40
25210 - Water Treatment Plant Operator	23.05
27000 - Protective Service Occupations	
(not set) - Police Officer	29.17
27004 - Alarm Monitor	17.94
27006 - Corrections Officer	24.74
27010 - Court Security Officer	23.89
27040 - Detention Officer	24.74
27070 - Firefighter	20.42
27101 - Guard I	12.73
27102 - Guard II	15.61
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	21.64
28020 - Hatch Tender	21.64
28030 - Line Handler	21.64
28040 - Stevedore I	25.03
28050 - Stevedore II	27.71
29000 - Technical Occupations	
21150 - Graphic Artist	25.25
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	18.22
29024 - Archeological Technician II	20.48
29025 - Archeological Technician III	25.29
29030 - Cartographic Technician	28.75
29035 - Computer Based Training (CBT)	
Specialist/ Instructor	30.74
29040 - Civil Engineering Technician	26.62
29061 - Drafter I	17.72
29062 - Drafter II	21.97
29063 - Drafter III	27.28
29064 - Drafter IV	28.75
29081 - Engineering Technician I	20.65
29082 - Engineering Technician II	25.56
29083 - Engineering Technician III	28.25
29084 - Engineering Technician IV	29.45
29085 - Engineering Technician V	31.47
29086 - Engineering Technician VI	37.83
29090 - Environmental Technician	20.12
29100 - Flight Simulator/Instructor (Pilot)	35.35
29160 - Instructor	24.39
29210 - Laboratory Technician	21.99
29240 - Mathematical Technician	28.75
29361 - Paralegal/Legal Assistant I	20.72
29362 - Paralegal/Legal Assistant II	24.45
29363 - Paralegal/Legal Assistant III	29.91
29364 - Paralegal/Legal Assistant IV	36.66
29390 - Photooptics Technician	28.75
29480 - Technical Writer	29.84
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	26.72
29621 - Weather Observer, Combined Upper	

Air and Surface Programs (3)	19.09
29622 - Weather Observer, Upper Air (3)	19.09
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	19.13
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	17.79
31300 - Taxi Driver	15.74
31361 - Truckdriver, Light Truck	17.79
31362 - Truckdriver, Medium Truck	19.74
31363 - Truckdriver, Heavy Truck	20.84
31364 - Truckdriver, Tractor-Trailer	20.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.22
99030 - Cashier	11.70
99041 - Carnival Equipment Operator	14.59
99042 - Carnival Equipment Repairer	15.47
99043 - Carnival Worker	11.99
99050 - Desk Clerk	14.09
99095 - Embalmer	20.02
99300 - Lifeguard	11.11
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.94
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.55
99500 - Recreation Specialist	22.53
99510 - Recycling Worker	24.53
99610 - Sales Clerk	13.82
99620 - School Crossing Guard (Crosswalk Attendant)	14.13
99630 - Sport Official	11.11
99658 - Survey Party Chief (Chief of Party)	26.44
99659 - Surveying Technician (Instr. Person/ Surveyor Asst./Instr.)	24.04
99660 - Surveying Aide	17.60
99690 - Swimming Pool Operator	18.10
99720 - Vending Machine Attendant	15.46
99730 - Vending Machine Repairer	18.10
99740 - Vending Machine Repairer Helper	15.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### SITE VISIT

Bidders/Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the contract. The Government will conduct a guided site visit on January 9, 2006 at Haines Fuel Terminal and on January 11, 2006 at Tok Fuel Terminal and Sears Creek Station. Specific information regarding the details of the site visit will be determined at a



later date. Bidders/Offerors must provide their own transportation. Contact Michelle Mandel, Contract Specialist at (907) 384-7104, or [michelle.mandel@richardson.army.mil](mailto:michelle.mandel@richardson.army.mil) by December 30, 2005 if you plan to attend and for specific times and locations. **If no interest is expressed in attending the site visit, it will be cancelled.**

#### PRE-AWARD SURVEY

A pre-award survey may be conducted in order to determine Contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below and return this information with your proposal/bid. The performance references can consist of Government agencies or companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be the financial institution with whom you conduct business.

#### Three (3) Performance References

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Description: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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\_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Facsimile Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) One (1) Financial Reference

(1) Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

PROPOSAL INSTRUCTIONS

*PROPOSAL INSTRUCTIONS*

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**1. Proposal Submission.**

A. The proposal shall be mailed (including U.S. Postal Service Express Mail-Next Day Service-Post Office to Addressee) to the Regional Contracting Office-Alaska, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525, or hand-carried to the Directorate of Contracting, Building 600, 2<sup>nd</sup> Floor, NE Wing, Fort Richardson. Bids/Proposals delivered by courier service (e.g. DHL, Federal Express, etc.) are considered as hand-carried bids/proposals and must be addressed to Building 600, 2<sup>nd</sup> Floor, NE Wing, Fort Richardson, Alaska 99505. The sealed envelope shall reflect bidder's name and address in the upper left hand corner. The solicitation number, hour, and date of opening/closing shall be placed in the lower left hand corner. Telegraphic bids/proposals are not authorized.

B. Facsimile bids/proposals are not an authorized means of transmission; however, acknowledgment of amendments to solicitations or any adjustment to bid/proposal is authorized to be sent by facsimile.

FAX: (907) 384-7112

FAX MODEL: Canon Laser Class 710

The Government is not responsible for any failure attributable to transmission or receipt of a facsimile message, including the following:

- Receipt of a garbled or incomplete message.
- Availability or the condition of the receiving equipment.
- Incompatibility between sending and receiving equipment.
- Delay in transmission or receipt of a message.
- Security of information in the message

The Government must receive acknowledgments to solicitations or adjustments to bids/proposals by the time and at the place specified for receipt of proposals.

#### C. Page Limitation for Proposal

- Page limit for each volume: Technical Proposal, 100 pages; Past Performance/Past Experience, 75 pages; Price, 30 pages
- Page Limit **does not include**: Tabbed proposal dividers or section dividers for VOLUME 1 - TAB 1A, TAB 1B, TAB 1C, TAB 1D, TAB 1E, 1F; VOLUME 2 - TAB 2A, TAB 2B; VOLUME 3 - TAB 3A, TAB 3B (tab dividers are not included), covers for volumes, tables of contents, milestone schedules (milestone schedules may be printed on a page larger than 8 ½" x 11"), indices, title pages, cross reference indices, section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted. All text shall be single spaced and printed black on white paper (black and white requirement does not apply to graphics, photos, etc). Printing shall be 12-pitch type or 10 point proportional spacing. A page shall be a standard 8½" X 11" sheet of paper (minimum of ½" margins). The use of the front and back of a sheet of paper shall equal two (2) pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

## **2. Instructions for Preparation of Technical, Past Performance/Past Experience, and Price Proposals**

In order to provide all information necessary for a comprehensive evaluation and price analysis, all Offerors shall furnish a written proposal with the minimum content as specified herein. Proposals without the minimum content may be rejected. Proposals shall be clearly and concisely written as well as being neat and logically assembled. All pages of each part shall be appropriately numbered and identified with the date of preparation and the RFP number. Offerors shall submit proposals in four separate volumes with tabbed sections in an original plus three (3) copies as follows:

### **Evaluation Factors**

#### **Specific Evaluation Criteria, by Subfactor**

**Proposals will be evaluated on the following factors:**

## A. VOLUME 1: TECHNICAL PROPOSAL

1) The technical proposal should be sufficiently specific, detailed and complete to clearly and fully demonstrate your understanding of the proposed work. Your proposed method and approach should be sufficient to attain contract objectives to achieve a quality product. The technical approach shall be such as to enable Government personnel with general training to make a thorough and complete evaluation and arrive at a sound determination as to whether the supplies/services proposed will satisfy the stated requirements of the Government.

2) The technical proposal shall demonstrate that the offeror has an effective quality control system including in-process inspection techniques to attain the level of performance required by the solicitation.

3) The technical proposal shall include the information concerning the experience the offeror has had in the performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation. The information should include data as to the scope of work required under such contracts, the term of said contracts, number and types of personnel furnished, the procuring agencies contracted with, contract numbers, and any other applicable information.

4) Statements that the offeror understands, can or comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as “standard procedures will be used” or any other applicable information will not be acceptable.

5) No pricing information shall be included in the technical proposal.

### Subfactor 1A: Technical Approach

Proposal clearly articulates the final remediation objective (RIP/RC or DD) that will be accomplished by the contractor during the contract period, for each site identified in the PWS.

Proposal clearly describes technical approach, risks and contingencies for each site identified in the PWS, including means for achievement of RIP, RC or DD and long-term monitoring/long-term operations (LTM/LTO). Rationale is provided indicating why the proposed approach is feasible and what processes were utilized to reach that decision. Proposal should clearly state contingencies considered for off-site migration potential or issues.

Proposal provides a site-wide perspective/strategy for achieving the performance objectives identified in the PWS (including possibly grouping sites for management/ mobilization/ reporting purposes).

This isn't new but this is a good factor:

For any site included in the PWS where the Contractor's selected remedy requires LTM/LTO (i.e., the proposal is for RIP versus RC, not DD), proposal demonstrates how the proposed approach *will meet the requirements of* the Army when compared to achieving Response Complete [Note: Proposal can include either cost and/or technical argument. This should include assumptions used to develop net present worth analysis or other trade-off analysis the offeror uses to demonstrate acceptability.]

For all LTM/LTO sites included in the PWS, proposal provides for development of ramp down and/or exit strategy for activities required at that site, including specific means for achieving eventual closeout, if appropriate. This includes sites already in LTM/LTO, as well as sites requiring LTM/LTO after performance objective has been achieved.

For any site included in the PWS where waste remains in place, proposal provides for conducting of the appropriate number of remedy reviews that will be required for the duration of the contract. In addition, offeror clearly demonstrates understanding that they are responsible for correcting any deficiencies noted during the reviews.

Proposal includes description of specific plans required in the PWS; potentially to include 1) sampling and analysis plan, 2) quality assurance project plan, 3) waste minimization plan, 4) health and safety plan, 5) records management plan, 6) investigation derived waste plan and 7) data management plan.

#### **Subfactor 1B: Management Plan**

Proposal describes management approach to accomplish the proposed technical approach and schedule.

Proposal describes a means of interacting with Installation, Army, and Alaska Department of Environmental Conservation (ADEC) that preserves their legal and program obligations, including innovative approaches to working with ADEC. Contractor must go through the Army prior to any interaction with regulators; means of interacting should reflect same.

Proposal clearly delineates lines of authority between key personnel, as identified by Contractor in proposal, project staff, subcontractors, and the Installation COR.

Proposal identifies how milestones will achieve approval during the course of the contract and that the basis for those decisions (e.g., low cost, regulator preference, etc) is in the Army's best interest. COR must approve these decisions prior to implementation.

#### **Subfactor 1C: Project Schedule**

Proposal provides a detailed schedule that clearly identifies milestones for all sites specified in the PWS, including any revisions to the PWS milestones and the justification/basis for these revisions.

Proposed schedule clearly shows required review and comment periods by PWS site per all regulatory agreements, including public comment and assumptions that affect/drive the schedule.

Proposed schedule allows achievement of performance objectives within the time designated, and identifies any critical path items that may affect ability to meet the schedule.

#### **Subfactor 1D: Key Personnel**

Proposal identifies key personnel for the project. Resumes are provided for all key personnel.

The designations (degree, certifications/licenses, relevant experience) and qualifications of the key personnel are adequate to support the effort of the PWS.

Proposal clearly defines roles and responsibilities for all key personnel.

**Subfactor 1E: Project Staffing**

Proposal demonstrates means for conducting work in an effective and efficient manner with staffing that will meet the schedule requirements.

If applicable, proposal demonstrates a means of effectively managing and overseeing subcontractors, including correcting deficiencies. In addition, subcontractor or pool of subcontractors are identified by name for specific specialty areas (such as laboratory analysis).

**Subfactor 1F: Notice of Violations/Letters of Deficiency**

The contractor shall address Notices of Violation/Letters of Deficiency in its proposal.

The contractor shall certify in writing at time of offer submission that he/she is the Prime contractor and neither they nor their Subcontractors have any outstanding Notices of Violation (NOV's), and that no outstanding NOV's exist issued on the basis of contractor conducted work, from any State or Federal Regulatory Agency. The contractor shall provide copies of past NOV's received from any regulatory agency within the last three (3) years. The Contractor's failure to provide this information with proposal submission will render the offer unacceptable, and it will no longer be considered for award. The Contractor shall provide information on Letters of Deficiency and corrective action taken to resolve deficiency(s).

**B. VOLUME 2: PAST PERFORMANCE/PAST EXPERIENCE PROPOSAL****Subfactor 2A: Relevant Corporate Experience and Capability****Within the past three (3) years:**

The Offeror's proposal shall:

Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead.

Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead.

Demonstrate corporate experience with environmental remediation projects in Alaska, including achieving remedy in place (RIP) and response complete (RC); developing and implementing a successful optimization program or exit/ramp down strategy for LTM/LTO activities; and preparing remedy review documentation.

Demonstrate corporate experience in the above capabilities at any DoD installations/sites.

Demonstrate which of the above projects were specific to the past three years only.

**Subfactor 2B: Relevant Personnel Experience and Capability****Within the past three (3) years:**

The Offeror's proposal shall:

Demonstrate personnel experience with, and qualifications to perform, project management; quality assurance and control; health and safety oversight; site assessment and remediation; and site monitoring and closeout.

Demonstrate personnel experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead.

Demonstrate personnel experience with environmental remediation projects in Alaska, including achieving remedy in place (RIP) and response complete (RC); developing and implementing a successful program or exit/ramp down strategy for LTM/LTO activities; and preparing remedy review documentation.

Demonstrate personnel experience in the above capabilities at any DoD installations/sites.

Demonstrate which of the above projects were specific to the past three years only.

### **Subfactor 2C: Past Performance**

#### **Within the past three (3) years:**

This subfactor shall consist of two (2) parts - the narrative and Past Performance Questionnaires. Proposal shall clearly demonstrate which of the above projects were specific to the past three years only.

(1) Past Performance Narrative. The offeror shall include relevant past experience history as it directly relates to the work being procured under the RFP. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The submittal shall include rationale on how the offeror determined that the work cited was considered the same or similar in nature, size, and complexity to the work specified in this RFP. The offeror shall discuss how the work cited demonstrates a capability to perform the work specified in the RFP. While Government contracts are preferred, non-Government contracts may be used. The following information shall be provided on all contracts relevant to this RFP: -Contract Number and type (i.e. FFP, Cost Reimbursement, IDIQ, etc), -Award Date/Completion Date/Contract type.-Price/Cost - original/awarded AND final (or projected final, if contract is current).-Delivery Schedule - original AND final (or projected final, if the contract is current).-Address and telephone number for the Point of Contact .-Name, telephone number, fax number and e-mail address for the Point of Contact-A copy of any cure notices/show cause letters received and outline of the corrective action-Documentation concerning any Termination for Default actions.

(2) Questionnaire. The Past Performance Questionnaire provided as an attachment to this section of the RFP shall be used to collect the offeror's Past Performance history. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services within the past 3 years. The offeror shall inform each evaluator that the Regional Contracting Office – Alaska (RCO-AK), at Fort Richardson, Alaska, shall use their response in the evaluation of Past Performance for solicitation W912CZ-06-R-0005 .The evaluating agency must submit the questionnaire directly to RCO-AK by mail, electronic mail or facsimile transmission. No submittals, mailed, e-mailed, or faxed by the offeror will be accepted for evaluation. Confirmation that the transmission came from the evaluating agency must be obtainable. It is totally the offeror's responsibility to verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

Mail transmittal. The completed questionnaire shall be returned to:  
Regional Contracting Office-Alaska  
P.O. Box 5-525  
Fort Richardson, Alaska 99505-0525

Electronic mail transmittals. The completed questionnaire may be e-mailed to:  
[michelle.mandel@richardson.army.mil](mailto:michelle.mandel@richardson.army.mil)

Faxed transmittals. The completed questionnaire may be submitted to:  
RCO-AK  
ATTN: W912CZ-06-R-0005 (Michelle Mandel)  
(907) 384-7112,

***Subfactor 2D: Past Performance with Federal/State/Local Regulators***

**Within the past three (3) years:**

Proposal shall clearly demonstrate which of the above projects were specific to the past three years only.

The offeror shall include relevant past performance with local, State and Federal regulators. They shall include information of the extent of their interaction and procedures followed. The offeror shall provide Regulator information - Point of Contact, title, address, telephone number and e-mail address for all contracts which required interaction with regulators (Federal/State/Local).

**C. VOLUME 3: PRICE PROPOSAL**

Prices for items requested shall be included in the price Schedule of the solicitation. **Attachment II entitled "Pricing Worksheet" must be completed and submitted with your proposal.**

**Subfactor 3A: Completeness**

To be complete, the offeror must provide all data that is necessary to support the quote. The Government will assess the extent to which the price proposal complies with the content and format requirements set forth in this solicitation and exhibits traceability of estimates. Cost proposal and breakdown should clearly be identifiable with the corresponding elements of the technical approach (i.e., match tasks to cost proposal table).

**Subfactor 3B: Reasonableness**

The offeror's proposed price factors will be evaluated to determine if any are unreasonably high or low in relation to the offeror's technical approaches and in comparison to the independent government cost estimate.



## EVALUATION FACTORS

### EVALUATION FACTORS FOR AWARD

#### **A. BASIS FOR AWARD**

The selection of an Offeror for award of a contract under this solicitation will be based on a best value trade-off analysis of the following three factors: Technical, Past Performance/Past Experience, and Price. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and the other factors considered.

In order to be eligible for award, an Offeror must be rated satisfactory in the Technical, and Past Performance/Past Experience factors. In addition, any proposal that receives an unacceptable rating for any individual subfactor may be eliminated from further consideration. The Offeror must demonstrate that it has a good understanding of the Government's requirements and has the resources, personnel and experience necessary to accomplish them.

Prices submitted must be determined to be fair and reasonable to be acceptable for award. A proposal that is unrealistically low in price will be deemed reflective of a lack of technical competence or failure to understand the contractual requirements, and may be rejected.

The price portion of the proposal will be evaluated allowing for a "best value" analysis of the proposal as a whole to determine pricing is fair and reasonable and may entail the use a trade-off process. *All evaluation factors other than price, when combined, are significantly more important than price.*

#### **B. FACTORS AND SUBFACTORS**

The government will consider the overall quality of services or products offered through evaluation of the Offeror's technical, past performance/past experience capabilities to determine the best value. In selecting the best value offer, the Government will consider the following factors.

1. Technical
2. Past Performance/Past Experience
3. Price

Of the factors set forth above, technical is more important than past performance/past Experience, and when combined, are significantly more important than price.

(A) Technical Factor. Within the Technical evaluation factor, the following sub-factors are equal in importance.

- (1) Technical Approach to PWS requirements
- (2) Management Plan
- (3) Project Schedule
- (4) Key Personnel
- (5) Project Staffing
- (6) Notice of Violations/Letters of Deficiency

(B) Past Performance/Past Experience. Within the Past Performance/Past Experience evaluation factor, the following sub-factors are equal in importance.

- (1) Relevant Corporate Experience and Capability
- (2) Relevant Personnel Experience and Capability
- (3) Past Performance
- (4) Past Performance with Federal/State/Local Regulators

(C) Price Factor. Within the Price factor, the following sub-factors will be evaluated but not rated.

- (1) Completeness
- (2) Reasonableness

Competition is anticipated, therefore certified cost and pricing data are not required. However, if certified cost and pricing data are requested, the Contracting Officer will require the Contractor to execute a "Certificate of Current Cost or Pricing Data". The price proposal submitted in response to this solicitation will be subjectively evaluated to determine reasonableness, realism, and balance using price analysis techniques. A comparison of the subjectively evaluated price information along with the rated proposals will be traded-off to make a selection of the best value offer.

### **C. EVALUATION APPROACH.**

Proposals submitted in response to solicitation W912CZ-05-R-0031, shall include sections addressing the Technical, Past Performance/Past Experience, and Price factors. Subfactors should be addressed within the appropriate section. An Offeror's failure to provide the information specified below in its proposal may result in that proposal not being considered by the Government for negotiation or award. A proposal shall represent the Offeror's best effort to respond to the solicitation.

The following are general criteria to be used in proposal evaluation:

- a. Feasibility of Approach. The extent to which the proposed approach is workable and the results achievable. The extent to which successful performance is contingent upon proven approaches, processes and techniques that do not require excessive development or modification. The proposal will be evaluated to determine the Offeror's methods and approach in meeting the requirements provide the Government with a high level of confidence in successful performance. The extent to which the Offeror is expected to be able to successfully complete the proposed tasks and requirements within the proposed schedule.
- b. Completeness. Extent to which requirements have been considered, defined and satisfied based solely upon the proposal. Evaluators will not assume that the Offeror's performance will be reflected in any areas other than what is addressed in the Offeror's proposal nor will the Evaluators consider any information (except for past performance information), not submitted with the Offeror's proposal or

subsequently addressed in clarifications, communications or discussions. It is the Offeror's responsibility to insure the accuracy and completeness of the proposal it submits.

c. Understanding the Problems and Requirements. The extent to which the proposal demonstrates a clear understanding of the requirements and problems involved in meeting or exceeding the standards for the various tasks necessary to support contract requirements. Extent to which uncertainties are identified and resolutions proposed.

d. Risk. Proposal risk is concerned with the Offeror's proposed approach to satisfy the Government's requirements. The Government will evaluate in each factor and subfactor the extent to which the Offeror's proposal represents a risk to successful contract performance.

#### TECHNICAL EXHIBITS

Technical Exhibits can be accessed from the following website:

<http://www.usarak.army.mil/dpw/> Click on "Environmental" and then "Environmental News"

*Prospective Contractors should note:*

Title	Author	Date	Site	File Name
1. Operation, Maintenance & Monitoring Manual, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-04	HNS-001	HNS OM&M Manual
2. 2004 Annual Monitoring Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-05	HNS-001	2004 Annual Monitoring Report Haines Fuel Terminal
3. Interim Draft Report, CLOSES Evaluation, Haines Fuel Terminal, Haines, AK	CH2M Hill	Jun-03	HNS-001	draft CLOSES eval hns
4. Well Installation Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	May-05	HNS-001	Well Install Work Plan 5-05
5. Alaska Petroleum Pipeline System, Haines-Fairbanks Division, AS-BLT-AA-77-3	US Army Engineering District	1969	HNS-001, 002, 003, 004	DERP FUDS property hns-fbx pipeline division
6. Sears Creek POL Terminal, Alaska, Project No. 37-91-4102-94	USAPACHEHEA	Jan-95	HNS-003	Sears Creek POL Terminal
7. Final Tok Fuel Terminal Remedial Investigation Report, Tok Terminal, AK	District Corps of Engineers		HNS-004	TOK RI
8. Old Tok Terminal near Fort Greely, Project No. 37-91-4102-93	USAPACETHEA		HNS-004	Old Tok Terminal near FGA
9. General Description of Pipeline Facilities		1968	HNS-001, 002, 003, 004	General Description of Pipeline Facilities
10. Preliminary Investigation of Petroleum Spillage,	CRREL	Apr-72	HNS-001, 002, 003, 004	Petroleum Spillage Investigation HNS-FBX

Haines-Fairbanks Military Pipeline				Pipeline
11. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_1
12. Haines Fuel Terminal	CH2M Hill		HNS-001	HNS Figure 4_2
13. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_2
14. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 4_1
15. Haines Site Plan 2005	CH2M Hill		HNS-001	Haines_Site Plan
16. Report: Evaluation of Source Areas Haines Fuel Terminal	CH2M Hill	Mar-05	HNS-001	Haines Fuel Terminal
17. Revised CH2M Hill Health & Safety Plan				Appendix A
18. Description of Alaskan Military Petroleum Facilities	172D Infantry Brigade (Alaska)	Jan-82	HNS-001, 002, 003, 004	AK Mil Petroleum Facilities Description
19. Remedial Action TOK Terminal Demolition, Tok, AK	HLA/Wilder JV	May-04	HNS-004	RAR TOK
20. DERP-FUDS Memorandum	FUDS	Jul0-02	HNS-02	PIPELINE FUDS
21. Final Tech Memo – HNS Fuel Terminal Tanani Pt Burn Pit RI	BNCI	May-05	HNS-01	179 P0004 Tech Memo_Final
22. Semi-Annual Monitoring Report, Haines Fuel Terminal, January 2005 thru June 2005	CH2MHill	Jul-05	HNS-01	2005 July Semi-Annual Monitoring Report Haines Fuel Terminal
23. Permeable Sparge Trench Augmentation Report Haines Fuel Terminal	CH2MHill	Aug-03	HNS-01	Permeable Sparge Trench Augmentation Installation Report
24. Tank 100 RI Report, Haines Fuel Terminal	CH2MHill	Nov-01	HNS-01	Tank_100_Release_Investigation_Final

#### LIST OF ATTACHMENTS

Attachment I - Government Furnished Equipment

Attachment II - Pricing Worksheet